Exhibit AAAA.

#### **User Guide**



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01/11/11



**SAMSUNG\_GAL 0000408**APP. 1171

#### 4B. Manufacturer's Warranty

Manufacturer's Warranty (page 247)

Your phone has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

For information regarding the terms and conditions of service for your phone, please visit <a href="www.sprint.com">www.sprint.com</a> or call Sprint Customer Service at 1-888-211-4727.

Note: In addition to the warranty provided by your phone's manufacture, which is detailed on the following pages, Sprint offers a number of optional plans to cover your equipment for non-warranty claims. Sprint Total Equipment Protection provides the combined coverage of the Sprint Equipment Replacement Program and the Sprint Equipment Service and Repair Program, both of which are available separately. Each of these programs may be signed up for within 30 signs of advisting your phone. For more details, please visit your nearest Sprint Slore or cal Sprint at 1-800-584-3666.

#### Manufacturer's Warranty

#### STANDARD LIMITED WARRANTY

What is Covered and For How Long? SAMSUNG TELECOMMUNICATIONS AMERICA, LLC ("SAMSUNG") warrants to the original purchaser ("Purchaser") that SAMSUNG's phones and accessories ("Products") are form defects in material and workmanship under normal use and service for the period commencing upon the date of purchase and continuing for the following specified period of

Phone 1 Year
Batteries 1 Year
Leather Case 90 Days
Other Phone Accessories 1 Year

What is Not Covered?

time after that date:

This Limited Warranty is conditioned upon proper use of Product by Purchaser. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to moistiure or dampness, neglect, unusual physical, electrical or electromechanical stress, or defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts unless caused by SAMSUNG; (b) defects or damage resulting from excessive

4B. Manufacturer's Warranty

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force or use of a metallic object when pressing on a touchscreen; (c) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (d) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (e) malfunctions resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG: (f) defects or damage from improper testing. operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG; (a) defects or damage from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake, or from exposure to weather conditions, or battery leakage, theft, blown fuse, or improper use of any electrical source; (h) defects or damage caused by cellular signal reception or transmission. or viruses or other software problems introduced into the Product: (i) any other acts which are not the fault of SAMSUNG: or (i) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery. (ii) any of the seals on the battery are broken or show evidence of tampering. or (iii) the battery has been used in equipment other than the SAMSUNG phone for which it is specified.

#### What are SAMSUNG's Obligations?

During the applicable warranty period, SAMSUNG will repair or replace, at SAMSUNG's sole option, without charge to Purchaser, any defective component part of Product. To obtain service under this Limited Warranty. Purchaser must return Product to an authorized phone service facility in an adequate container for shipping, accompanied by Purchaser's sales receipt or comparable substitute proof of sale showing the original date of purchase, the serial number of Product and the sellers' name and address. To obtain assistance on where to deliver the Product, call Samsung Customer Care at 1-888-987-4357. Upon receipt, SAMSUNG will promptly repair or replace the defective Product. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product or replace Product with a rebuilt, reconditioned or new Product, Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Product will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for 90 days. whichever is longer. All replaced parts, components, boards and equipment shall become the property of SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty, Purchaser must pay all parts, shipping, and labor charges for the repair or return of such Product.

4B. Manufacturer's Warranty

What Are The Limits On Samsung's Warranty/liability? SET FORTH IN THE EXPRESS WARRANTY CONTAINED HEREIN, PURCHASER TAKES THE PRODUCT "AS IS," AND SAMSUNG MAKES NO WARRANTY OR REPRESENTATION AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

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- WARRANTIES OF TITLE OR NON-INFRINGEMENT;
- DESIGN, CONDITION, QUALITY, OR PERFORMANCE OF THE PRODUCT:
- THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN: OR
- COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO.

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THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES PURCHASER'S EXCLUSIVE REMEDY. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY OR UNENFORCEABILITY SHALL NOT AFFECT THE SHENDERCEABILITY SHALL NOT AFFECT THE SHENDERCEABILITY FOR THE FEMANINGER OF THIS LIMITED.

4B. Manufacturer's Warranty

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# **SAMSUNG\_GAL 0000670**APP. 1174

WARRANTY WHICH PURCHASER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

THE PARTIES UNDERSTAND THAT THE PURCHASER MAY USE THIRD-PARTY SOFTWARE OR EQUIPMENT IN CONJUNCTION WITH THE PRODUCT. SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES. OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE, INCLUDING THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH THE PURCHASER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY RE

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4B. Manufacturer's Warranty

Exhibit BBBB.

Page 8 of 35 PageID 34 Samsung Vibrant™

se 3:12-cv-04782-D Document 141-4 Filed 10/03/14

aGALAXY phone

exclusively at T--Mobile-

PORTABLE QUAD-BAND

MOBILE PHONE

User Manual

Please read this manual before operating your phone, and keep it for future reference.



#### **Section 14: Warranty Information**

#### **Standard Limited Warranty**

#### What is Covered and For How Long?

SAMSUNG TELECOMMUNICATIONS AMERICA, LLC ("SAMSUNG") warrants to the original purchaser ("Purchaser") that SAMSUNG's phones and accessories ("Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase and continuing for the following specified period of time after that date:

 Phone
 1 Year

 Batteries
 1 Year

 Leather Case
 90 Days

 Holster
 90 Days

 Other Phone Accessories
 1 Year

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items, including framing, and any non-operative parts unless caused by SAMSUNG; (b) defects or damage resulting from excessive force when pressing on a touch screen: (c) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (d) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (e) malfunctions resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (f) defects or damage from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG; (g) defects or damage from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake, or from exposure to weather conditions, or battery leakage, theft, blown fuse, or improper use of any electrical source; (h) defects or damage caused by cellular signal reception or transmission, or viruses or other software problems introduced into the Product: (i) any other acts which are not the fault of SAMSUNG; or (i) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery. (ii) any of the seals on the battery are broken or show

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evidence of tampering, or (iii) the battery has been used in equipment other than the SAMSUNG phone for which it is specified.

What are SAMSUNG's Obligations? During the applicable warranty period, SAMSUNG will repair or replace, at SAMSUNG's sole option, without charge to Purchaser, any defective component part of Product. To obtain service under this Limited Warranty. Purchaser must return Product to an authorized phone service facility in an adequate container for shipping, accompanied by Purchaser's sales receipt or comparable substitute proof of sale showing the original date of purchase, the serial number of Product and the sellers' name and address. To obtain assistance on where to deliver the Product, call Samsung Customer Care at 1-888-987-4357. Upon receipt, SAMSUNG will promptly repair or replace the defective Product. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product or replace Product with a rebuilt, reconditioned or new Product, Repaired/replaced cases. pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Product will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for 90 days, whichever is longer. All replaced parts, components, boards and equipment shall become the property of SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty, Purchaser

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Warranty Information

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## SAMSUNG\_GAL 0001174

APP. 1178

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THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES PURCHASER'S EXCLUSIVE REMEDY. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABLE BY REASON OF THIS LIMITED WARRANTY ENORCEABLETY SHALL NOT AFFECT THE ENFORCEABLETY FOR THE REMAINDER OF THIS LIMITED WARRANTY.

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whether oral or written, do not constitute warranties by SAMSUNG and should not be relied upon.

Samsung Telecommunications America, LLC

1301 E. Lookout Drive

Richardson, Texas 75082

Phone: 1-800-SAMSUNG

Phone: 1-888-987-HELP (4357)

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Warranty Information

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# SAMSUNG\_GAL 0001176

APP. 1180

Exhibit CCCC.

# **USER MANUAL** Samsung Fascinate™ verizonwireless a GALAXY 5™ phone

# **SAMSUNG\_GAL 0001189**APP.1181

#### **Section 14: Warranty Information**

#### **Standard Limited Warranty**

#### What is Covered and For How Long?

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items, including framing, and any non-operative parts unless caused by SAMSUNG; (b) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (c) equipment that has the serial number or the enhancement data code removed, defaced. damaged, altered or made illegible; (d) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (e) malfunctions resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (f) defects or damage from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG; (g) defects or damage from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake, or from exposure to weather conditions, or battery leakage, theft, blown fuse, or improper use of any electrical source; (h) defects or damage caused by cellular signal reception or transmission, or viruses or other software problems introduced into the Product; (i) any other acts which are not the fault of SAMSUNG; or (i) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery. (ii) any of the seals on the battery are broken or

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show evidence of tampering, or (iii) the battery has been used in equipment other than the SAMSUNG phone for which it is specified.

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Warranty Information

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# SAMSUNG\_GAL 0001351

APP.1183

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Richardson, Texas 75082

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**SAMSUNG\_GAL 0001353**APP.1185

Exhibit EEEE.

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

SHANE GALITSKI, RICHARD TALIAFERRO and BRIAN NEWBOLD, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

VS.

No. 3:12-CV-4782-D

SAMSUNG TELECOMMUNICATIONS AMERICA, LLC,

Defendant.

DEPOSITION OF SHANE GALITSKI

San Diego, California

Wednesday, November 13, 2013

Volume I

Reported by: ANGELA METZ CSR No. 12454

JOB No. 10187

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SHANE GALITSKI

11/13/2013

	Page 6		Page 8
1	for Shane Galitski and the proposed class.	1	ready to give your deposition today?
2	THE VIDEOGRAPHER: Thanks very much. Will the	2	A. Went over documents with the attorneys, my
3	court reporter please now swear in the witness.	3	attorneys, and came down here.
4		4	Q. Did you travel down here this morning or
5	SHANE GALITSKI,	5	yesterday?
6	having been first duly sworn, was examined and testified	6	A. Yesterday.
7	as follows:	7	Q. So you met with them yesterday afternoon?
8		8	A. No.
9	EXAMINATION	9	Q. Met with them this morning before the deposition?
10	BY MR. VOLNEY:	10	A. Yes.
11	Q. Mr. Galitski, my name is John Volney, and I'm the	11	Q. Which documents did you look at?
12	lawyer for Samsung Telecommunications America. And do you	12	A. The complaint and the supporting documents, the
13	understand that today you're here to give your deposition	13	questionnaire.
14	in a proposed class action that you filed against Samsung?	14	Q. Oh, the interrogatory answers?
15	A. Yes.	15	A. Interrogatory.
16	Q. Could you state your full name for the record.	16	Q. All right. Look at anything else?
17	A. Shane Martin Galitski.	17	A. No.
18	Q. Could you tell me what your address is.	18	Q. How long did you spend with your lawyers?
19	A.	19	A. I don't recall.
20	Q. Have you ever been a party to a lawsuit before?	20	Q. It was just this morning, so it couldn't have
21	A. No.	21	been that long, right?
22	Q. Have you ever given a deposition before?	22	A. Yes, correct.
23	A. No.	23	MS. SMITH: It wasn't just this morning.
24	Q. Okay. So let's talk about the ground rules so	24	THE WITNESS: Oh. The Friday, last Friday as
25	this will go easier for both of us. First of all, you	25	well.
	Page 7		Page 9
1	understand you've taken an oath and it's your obligation	1	BY MR. VOLNEY:
2	to answer my questions truthfully?	2	Q. Was that an in-person meeting?
3	A. Yes.	3	A. Yes.
4	Q. And you understand that although we're in this	4	O. How far is Costa Mesa from here?
			Q. TIOW IM IS COSM MICHAELES
5	wonderful office here in sunny San Diego, it's just as if	5	A. 70 miles.
5 6	wonderful office here in sunny San Diego, it's just as if you were sitting in a courtroom before Judge Fitzwater or	5 6	
			A. 70 miles.
6	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.	6	A. 70 miles.  Q. All right. Tell me, Mr. Galitski, what is your educational background?
6 7	you were sitting in a courtroom before Judge Fitzwater or	6 7	<ul><li>A. 70 miles.</li><li>Q. All right. Tell me, Mr. Galitski, what is your</li></ul>
6 7 8	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.	6 7 8	<ul> <li>A. 70 miles.</li> <li>Q. All right. Tell me, Mr. Galitski, what is your educational background?</li> <li>A. Some college.</li> <li>Q. Some college. What do you do for a living?</li> </ul>
6 7 8 9	you were sitting in a courtroom before Judge Fitzwater or the jury in this case. Do you understand that?	6 7 8 9	<ul> <li>A. 70 miles.</li> <li>Q. All right. Tell me, Mr. Galitski, what is your educational background?</li> <li>A. Some college.</li> <li>Q. Some college. What do you do for a living?</li> </ul>
6 7 8 9 10	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't	6 7 8 9 10	<ul> <li>A. 70 miles.</li> <li>Q. All right. Tell me, Mr. Galitski, what is your educational background?</li> <li>A. Some college.</li> <li>Q. Some college. What do you do for a living?</li> <li>A. Computer operations, IT work.</li> <li>Q. What kind of IT work?</li> </ul>
6 7 8 9 10 11	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I	6 7 8 9 10 11	<ul> <li>A. 70 miles.</li> <li>Q. All right. Tell me, Mr. Galitski, what is your educational background?</li> <li>A. Some college.</li> <li>Q. Some college. What do you do for a living?</li> <li>A. Computer operations, IT work.</li> <li>Q. What kind of IT work?</li> <li>A. Support, network and support users on the</li> </ul>
6 7 8 9 10 11	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?	6 7 8 9 10 11 12	<ul> <li>A. 70 miles.</li> <li>Q. All right. Tell me, Mr. Galitski, what is your educational background?</li> <li>A. Some college.</li> <li>Q. Some college. What do you do for a living?</li> <li>A. Computer operations, IT work.</li> <li>Q. What kind of IT work?</li> <li>A. Support, network and support users on the</li> </ul>
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6 7 8 9 10 11 12 13 14 15 16	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?  A. Yes.  Q. And one other thing, just a housekeeping matter, the court reporter can't take down our interaction if we talk over each other. So if you could wait for me to finish my question before you start your answer. Got it?	6 7 8 9 10 11 12 13 14 15 16 17	A. 70 miles. Q. All right. Tell me, Mr. Galitski, what is your educational background? A. Some college. Q. Some college. What do you do for a living? A. Computer operations, IT work. Q. What kind of IT work? A. Support, network and support users on the network. Basically looking at their computer, trying to fix issues they are having. As well as phone systems. Q. Do you work for a company that does that for a number of different — A. No, it's for a financial firm.
6 7 8 9 10 11 12 13 14 15 16 17	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?  A. Yes.  Q. And one other thing, just a housekeeping matter, the court reporter can't take down our interaction if we talk over each other. So if you could wait for me to finish my question before you start your answer. Got it?  A. Yes.	6 7 8 9 10 11 12 13 14 15 16 17	A. 70 miles. Q. All right. Tell me, Mr. Galitski, what is your educational background? A. Some college. Q. Some college. What do you do for a living? A. Computer operations, IT work. Q. What kind of IT work? A. Support, network and support users on the network. Basically looking at their computer, trying to fix issues they are having. As well as phone systems. Q. Do you work for a company that does that for a number of different A. No, it's for a financial firm. Q. What's the name of the financial firm?
6 7 8 9 10 11 12 13 14 15 16 17 18	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?  A. Yes.  Q. And one other thing, just a housekeeping matter, the court reporter can't take down our interaction if we talk over each other. So if you could wait for me to finish my question before you start your answer. Got it?  A. Yes.  Q. Okay. Is there any reason why you can't testify	6 7 8 9 10 11 12 13 14 15 16 17 18	A. 70 miles. Q. All right. Tell me, Mr. Galitski, what is your educational background? A. Some college. Q. Some college. What do you do for a living? A. Computer operations, IT work. Q. What kind of IT work? A. Support, network and support users on the network. Basically looking at their computer, trying to fix issues they are having. As well as phone systems. Q. Do you work for a company that does that for a number of different — A. No, it's for a financial firm. Q. What's the name of the financial firm? A. Finance 500.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?  A. Yes.  Q. And one other thing, just a housekeeping matter, the court reporter can't take down our interaction if we talk over each other. So if you could wait for me to finish my question before you start your answer. Got it?  A. Yes.  Q. Okay. Is there any reason why you can't testify for me truthfully today?  A. No.	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. 70 miles. Q. All right. Tell me, Mr. Galitski, what is your educational background? A. Some college. Q. Some college. What do you do for a living? A. Computer operations, IT work. Q. What kind of IT work? A. Support, network and support users on the network. Basically looking at their computer, trying to fix issues they are having. As well as phone systems. Q. Do you work for a company that does that for a number of different — A. No, it's for a financial firm. Q. What's the name of the financial firm? A. Finance 500. Q. What does Finance 500 do? A. They're a stock brokerage firm.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?  A. Yes.  Q. And one other thing, just a housekeeping matter, the court reporter can't take down our interaction if we talk over each other. So if you could wait for me to finish my question before you start your answer. Got it?  A. Yes.  Q. Okay. Is there any reason why you can't testify for me truthfully today?	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. 70 miles. Q. All right. Tell me, Mr. Galitski, what is your educational background? A. Some college. Q. Some college. What do you do for a living? A. Computer operations, IT work. Q. What kind of IT work? A. Support, network and support users on the network. Basically looking at their computer, trying to fix issues they are having. As well as phone systems. Q. Do you work for a company that does that for a number of different — A. No, it's for a financial firm. Q. What's the name of the financial firm? A. Finance 500. Q. What does Finance 500 do? A. They're a stock brokerage firm. Q. And they are located in Costa Mesa?
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	you were sitting in a courtroom before Judge Fitzwater or the jury in this case.  Do you understand that?  A. Yes.  Q. If during the course of the day you don't understand my question, would you please let me know so I can clarify for you?  A. Yes.  Q. And one other thing, just a housekeeping matter, the court reporter can't take down our interaction if we talk over each other. So if you could wait for me to finish my question before you start your answer. Got it?  A. Yes.  Q. Okay. Is there any reason why you can't testify for me truthfully today?  A. No.  Q. For example, if you're taking some sort of	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. 70 miles. Q. All right. Tell me, Mr. Galitski, what is your educational background? A. Some college. Q. Some college. What do you do for a living? A. Computer operations, IT work. Q. What kind of IT work? A. Support, network and support users on the network. Basically looking at their computer, trying to fix issues they are having. As well as phone systems. Q. Do you work for a company that does that for a number of different — A. No, it's for a financial firm. Q. What's the name of the financial firm? A. Finance 500. Q. What does Finance 500 do? A. They're a stock brokerage firm.

SHANE GALITSKI

11/13/2013

	Page 14		Page 16
1	over everything that I had complained about with the phone	1	recall the name of the website. Is there any identifying
2	and then, you know, proceeded to say, "Would you like to	2	details that you can give me so that I might try to locate
3	be part of a class?" And I agreed to it.	3	it?
4	O. Okay. Now, before you decided to become part of	4	A. I don't recall at this point. Honestly, I don't.
5	the class with the Doyle Lowther firm representing you,	5	Q. Did you post did you yourself post any
6	did you consult with any other lawyers?	6	comments on the forum?
7	A. No.	7	A. If anything, it was just saying, you know, I'm
8	O. Did you talk to any other law firms that handle	8	having this issue type of situation.
9	class actions?	9	Q. Let's assume for the moment you did post a
10	A. No.	10	comment. Was it just a complaint about the phone or was
11	Q. Before you were contacted by Doyle Lowther and	11	it to try to seek some
12	asked if you might be part of a class, had you even	12	A. Complain about the
13	considered bringing a lawsuit against Samsung?	13	MS. SMITH: Objection; form.
14	A. I don't recall.	14	THE WITNESS: Complaint about the form.
15	Q. When was the first time you met your lawyers in	15	•
16		16	BY MR. VOLNEY:
17	person?	17	Q. Well, you weren't trying to get some advice on
	A. In person, last Friday.	ł –	how you might fix the phone, correct?
18	Q. Tell me one of the one of the things that	18	MS. SMITH: Objection; form.
19	the court has to do in looking at whether the case should	19	THE WITNESS: No.
20	be treated as a class is whether you are what they call an	20	BY MR. VOLNEY:
21	adequate class representative. So I'm going to ask you a	21	Q. Well, okay. So we have a double negative problem
22	series of questions now about your understanding of what	22	here. Let me try again. It's my fault for asking that
23	is the class action process first and what your duties are	23	kind of question.
24	as a class representative. So I'll ask you the first	24	It's correct, is it not, that when you were -
25	question. What is your understanding of the class action	25	that if you made a complaint on the forum, you were not
		T .	
	Page 15		Page 17
1	Page 15 process?	1	Page 17 doing so in order to find some fix for the phone, correct?
1 2	-	1 2	•
1 1	process?	1	doing so in order to find some fix for the phone, correct?
2	process?  MS. SMITH: Objection; form.	2	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.
2	process?  MS. SMITH: Objection; form.  THE WITNESS: My okay. My understanding is	2 3	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.  THE WITNESS: Now I'm not understanding.
2 3 4	process?  MS. SMITH: Objection; form.  THE WITNESS: My okay. My understanding is I'm representing others in the State of California that	2 3 4	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.  THE WITNESS: Now I'm not understanding.  BY MR. VOLNEY:
2 3 4 5	process?  MS. SMITH: Objection; form.  THE WITNESS: My okay. My understanding is I'm representing others in the State of California that have the same Samsung Galaxy S phone with the same issues.	2 3 4 5	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.  THE WITNESS: Now I'm not understanding.  BY MR. VOLNEY:  Q. Okay. I think I've got a triple negative now.
2 3 4 5 6	process?  MS. SMITH: Objection; form.  THE WITNESS: My okay. My understanding is I'm representing others in the State of California that have the same Samsung Galaxy S phone with the same issues. BY MR. VOLNEY:	2 3 4 5 6	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.  THE WITNESS: Now I'm not understanding.  BY MR. VOLNEY:  Q. Okay. I think I've got a triple negative now.  So let's just move on. I think I have the answer to my
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2 3 4 5 6 7 8	process?  MS. SMITH: Objection; form.  THE WITNESS: My okay. My understanding is I'm representing others in the State of California that have the same Samsung Galaxy S phone with the same issues. BY MR. VOLNEY:  Q. Okay. And what are you supposed to be doing as the class representative?	2 3 4 5 6 7 8	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.  THE WITNESS: Now I'm not understanding.  BY MR. VOLNEY:  Q. Okay. I think I've got a triple negative now.  So let's just move on. I think I have the answer to my question.  A. Okay.
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2 3 4 5 6 7 8 9	process?  MS. SMITH: Objection; form.  THE WITNESS: My okay. My understanding is I'm representing others in the State of California that have the same Samsung Galaxy S phone with the same issues.  BY MR. VOLNEY:  Q. Okay. And what are you supposed to be doing as the class representative?  A. Communicating with the attorneys, giving, you know, out my information to them, keeping up to date with	2 3 4 5 6 7 8 9	doing so in order to find some fix for the phone, correct?  MS. SMITH: Objection; form. Sorry.  THE WITNESS: Now I'm not understanding.  BY MR. VOLNEY:  Q. Okay. I think I've got a triple negative now.  So let's just move on. I think I have the answer to my question.  A. Okay.  Q. So how often I don't want to know the subject matter, but how often do you communicate with your lawyers
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SHANE GALITSKI

11/13/2013

	Page 18		Page 20
1	Q. Well, you might want to ask. She's got a big wad	1	you purchased it?
2	of cash over there.	2	A. Purchased the phone October 1st, 2010
3	So, tell me, what is your understanding of the	3	Q. All right.
4	current status of the lawsuit?	4	A directly from Sprint.
5	A. Pending getting the class certification.	5	Q. Did you do any research before you bought the
6	Q. Okay. What I want to do now is I want to talk	6	phone?
7	about what your what your beef is with Samsung. So,	7	A. I don't recall.
8	tell me, why is it that you, Shane Galitski, have sued	8	Q. Do you recall looking at Samsung's website before
9	Samsung?	9	you bought the phone?
10	MS. SMITH: Objection; form.	10	A. I don't recall.
11	THE WITNESS: The phone has a manufacturer defect	11	Q. When you went to the Sprint store in October of
12	that causes it to continuously cycle or reboot and/or	12	2010, had you already decided you were going to buy that
13	freeze the phone where it's unresponsive.	13	Epic 4G?
14	BY MR. VOLNEY:	14	A. Yes.
15	Q. Any other reason?	15	Q. And what motivated your decision to buy the Epic
16	A. I have had other significant issues with the	16	4G?
17	phone as far as the Samsung screen, the phone screen got	17	A. It had on the Sprint side, the Epic 4G
18	burned in by its Samsung's own desktop charger.	18	actually had the slide-out keyboard.
19	Q. All right. What else?	19	Q. All right.
20	A. And I've had issues with - reportedly I've	20	A. And just at that time I believe it was new, like
21	caused water damage where I have not.	21	the newest, you know, feature phone out there, Android
22	Q. All right. Anything else?	22	phone out there.
23	A. No.	23	Q. Uh-huh. Any other reasons?
24	<li>Q. We're going to talk about all of these issues,</li>	24	A. Not that I can recall.
25	but let me see where we are. So was the Samsung Galaxy S	25	Q. Would you describe for me, did you have any
	Page 19		Page 21
1	phone, who was your sorry. Were you a Sprint customer?	1	any interaction with a Sprint salesperson?
2	A. I was with Sprint, yes.	2	A. No, I don't believe so.
3	Q. Were you with Sprint before you got the Galaxy S?		11. 110, I don't believe so.
1 -	Ç	3	Q. So that salesperson at Sprint didn't make any
4	A. Yes.	3 4	
5		1	Q. So that salesperson at Sprint didn't make any
-	A. Yes.	4	Q. So that salesperson at Sprint didn't make any representations to you about the phone.
5	<ul><li>A. Yes.</li><li>Q. Was the I take it the Sprint model of the</li></ul>	4 5	<ul><li>Q. So that salesperson at Sprint didn't make any representations to you about the phone.</li><li>A. No, I don't believe so.</li></ul>
5	A. Yes. Q. Was the I take it the Sprint model of the Galaxy S is called, what, the Epic 4G?	4 5 6	<ul> <li>Q. So that salesperson at Sprint didn't make any representations to you about the phone.</li> <li>A. No, I don't believe so.</li> <li>Q. So is it fair to say when you walked into the</li> </ul>
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Exhibit IIII.

# Population Distribution and Change: 2000 to 2010

2010 Census Briefs

Issued March 2011

C2010BR-01

#### INTRODUCTION

The 2010 Census reported 308.7 million people in the United States, a 9.7 percent increase from the Census 2000 population of 281.4 million. This report discusses population change between 2000 and 2010 for several geographic levels, including regions, states, metropolitan and micropolitan statistical areas, counties, and places.

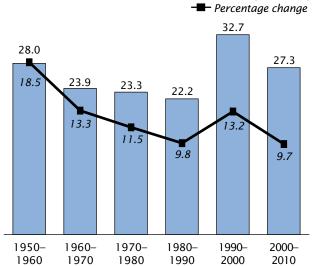
# NATIONAL AND REGIONAL CHANGE

The increase of 9.7 percent over the last decade was lower than the 13.2 percent increase for the 1990s and comparable to the growth during the 1980s of 9.8 percent (Figure 1). Since 1900, only the 1930s experienced a lower growth rate (7.3 percent) than this past decade.

From 2000 to 2010, regional growth was much faster for the South and West (14.3 and 13.8 percent, respectively) than for the Midwest (3.9 percent) and Northeast (3.2 percent)

# Figure 1. **U.S. Population Change: 1950–1960 to 2000–2010**

(For more information on confidentiality protection, nonsampling error, and definitions, see www.census.gov/prod/cen2010/doc/pl94-171.pdf)



Growth (in millions)

Note: Change for 1950-1960 includes the populations of Alaska and Hawaii in the U.S. total, although they were not U.S. states at the time of the 1950 census.

Source: U.S. Census Bureau, 2010 Census; Census 2000; Frank Hobbs and Nicole Stoops, *Demographic Trends in the 20th Century*, Census 2000 Special Reports, CENSR-4, U.S. Census Bureau, Washington, DC, 2002; and Richard L. Forstall, *Population of States and Counties of the United States: 1790 to 1990*, U.S. Census Bureau, Washington, DC, 1996.

(Table 1, Figure 2). The South grew by 14.3 million over the decade to 114.6 million people, while the West increased by 8.7 million to reach 71.9 million people—surpassing the population of the Midwest. The Midwest gained 2.5 million, increasing that region's population to 66.9 million, and the Northeast's gain of 1.7 million brought that region's

Paul Mackun and Steven Wilson

(With Thomas Fischetti and Justyna Goworowska)



¹ References to historical data in the report are based on the Census 2000 PHC-T series <www.census.gov/population/www/cen2000 /briefs/tablist.html>; Frank Hobbs and Nicole Stoops, Demographic Trends in the 20th Century, Census 2000 Special Reports, CENSR-4, U.S. Census Bureau, Washington, DC, 2002; and Richard L. Forstall, Population of States and Counties of the United States: 1790 to 1990, U.S. Census Bureau, Washington, DC, 1996. National historical data calculations before 1960 include Alaska and Hawaii.

Table 1.

Population Change for the United States, Regions, States, and Puerto Rico: 2000 to 2010

(For information on confidentiality protection, nonsampling error, and definitions, see <a href="https://www.census.gov/prod/cen2010/doc/pl94-171.pdf">www.census.gov/prod/cen2010/doc/pl94-171.pdf</a>)

Area	Population		Change		
Alea	2000	2010	Number	Percent	
United States	281,421,906	308,745,538	27,323,632	9.7	
REGION Northeast. Midwest South West	53,594,378	55,317,240	1,722,862	3.2	
	64,392,776	66,927,001	2,534,225	3.9	
	100,236,820	114,555,744	14,318,924	14.3	
	63,197,932	71,945,553	8,747,621	13.8	
STATE Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia	4,447,100	4,779,736	332,636	7.5	
	626,932	710,231	83,299	13.3	
	5,130,632	6,392,017	1,261,385	24.6	
	2,673,400	2,915,918	242,518	9.1	
	33,871,648	37,253,956	3,382,308	10.0	
	4,301,261	5,029,196	727,935	16.9	
	3,405,565	3,574,097	168,532	4.9	
	783,600	897,934	114,334	14.6	
	572,059	601,723	29,664	5.2	
	15,982,378	18,801,310	2,818,932	17.6	
	8,186,453	9,687,653	1,501,200	18.3	
Hawaii Idaho Illinois. Indiana. Iowa Kansas. Kentucky Louisiana Maine. Maryland	1,211,537	1,360,301	148,764	12.3	
	1,293,953	1,567,582	273,629	21.1	
	12,419,293	12,830,632	411,339	3.3	
	6,080,485	6,483,802	403,317	6.6	
	2,926,324	3,046,355	120,031	4.1	
	2,688,418	2,853,118	164,700	6.1	
	4,041,769	4,339,367	297,598	7.4	
	4,468,976	4,533,372	64,396	1.4	
	1,274,923	1,328,361	53,438	4.2	
	5,296,486	5,773,552	477,066	9.0	
Massachusetts. Michigan Minnesota Mississippi Missouri Montana. Nebraska Nevada New Hampshire New Jersey	6,349,097	6,547,629	198,532	3.1	
	9,938,444	9,883,640	-54,804	-0.6	
	4,919,479	5,303,925	384,446	7.8	
	2,844,658	2,967,297	122,639	4.3	
	5,595,211	5,988,927	393,716	7.0	
	902,195	989,415	87,220	9.7	
	1,711,263	1,826,341	115,078	6.7	
	1,998,257	2,700,551	702,294	35.1	
	1,235,786	1,316,470	80,684	6.5	
	8,414,350	8,791,894	377,544	4.5	
New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon. Pennsylvania Rhode Island South Carolina.	1,819,046	2,059,179	240,133	13.2	
	18,976,457	19,378,102	401,645	2.1	
	8,049,313	9,535,483	1,486,170	18.5	
	642,200	672,591	30,391	4.7	
	11,353,140	11,536,504	183,364	1.6	
	3,450,654	3,751,351	300,697	8.7	
	3,421,399	3,831,074	409,675	12.0	
	12,281,054	12,702,379	421,325	3.4	
	1,048,319	1,052,567	4,248	0.4	
	4,012,012	4,625,364	613,352	15.3	
South Dakota. Tennessee Texas Utah. Vermont Virginia. Washington West Virginia Wisconsin Wyoming	754,844 5,689,283 20,851,820 2,233,169 608,827 7,078,515 5,894,121 1,808,344 5,363,675 493,782	814,180 6,346,105 25,145,561 2,763,885 625,741 8,001,024 6,724,540 1,852,994 5,686,986 563,626	59,336 656,822 4,293,741 530,716 16,914 922,509 830,419 44,650 323,311 69,844	7.9 11.5 20.6 23.8 2.8 13.0 14.1 2.5 6.0	
Puerto Rico	3,808,610	3,725,789	-82,821	-2.2	

Source: U.S. Census Bureau, 2010 Census and Census 2000.

population to 55.3 million. Overall, the South and West accounted for 84.4 percent of the U.S. population increase from 2000 to 2010, an increase from their 77.0 percent share of the total change from 1990 to 2000.

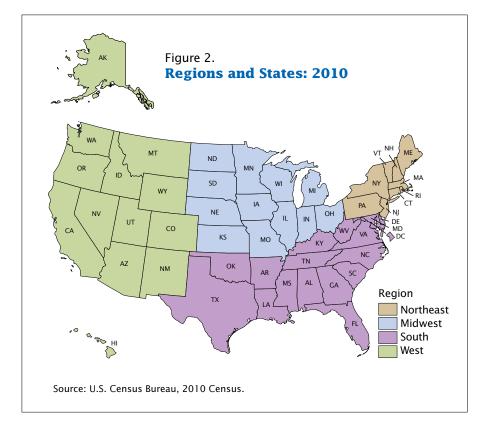
#### STATE-LEVEL CHANGE

Nevada was the fastest-growing state between 2000 and 2010, growing by 35.1 percent (Table 1). It was followed by Arizona (24.6 percent), Utah (23.8 percent), Idaho (21.1 percent), and Texas (20.6 percent). Rhode Island, Louisiana, and Ohio were the slowestincreasing states, all of which grew by less than 2.0 percent. Unlike the 1990s in which every state grew, one state (Michigan) declined over this decade, losing 0.6 percent of its population.2 (Puerto Rico's population declined by 2.2 percent to 3.7 million people.)

Between 2000 and 2010, Texas experienced the highest numeric increase, up by 4.3 million people. California, which had the largest population increase in the previous decade, increased by 3.4 million over the same period; followed by Florida (2.8 million), Georgia (1.5 million), North Carolina (1.5 million), and Arizona (1.3 million). These six states, which were the only states to gain over a million people during the decade, accounted for over half (54.0 percent) of the overall increase for the United States.

The concentration of high percentage changes among the western and southern states maintains a pattern from recent decades (Figure 3). Nevada is the only state that has maintained a growth rate of 25.0 percent or greater for the last three decades; it has been the fastest-growing state for five

<sup>&</sup>lt;sup>2</sup> The District of Columbia's population declined between 1990 and 2000.



straight decades. Six states, including five in the West, grew by 25.0 percent or more between 1990 and 2000. Wyoming, after having lost population between 1980 and 1990, has grown over the past two decades, surpassing the national level between 2000 and

2010. Between 2000 and 2010, the District of Columbia experienced its first decennial population increase since the 1940s, increasing by 5.2 percent to surpass 600,000 people.

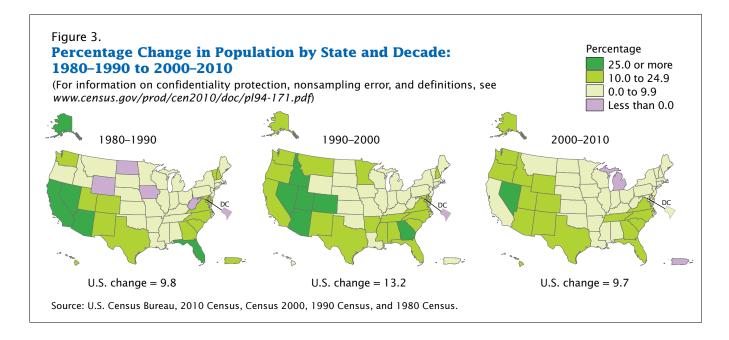
New Hampshire increased by 6.5 percent between 2000 and

2010, the fifth straight decade it has grown at a rate faster than any other state in the Northeast. Whereas New York and New Jersey had the largest numeric gains in the region in the 1990s, Pennsylvania gained the most population in the region between 2000 and 2010, increasing by 421,000 people.

South Dakota, growing by 7.9 percent between 2000 and 2010, was the fastest-growing state in the Midwest during this period—replacing Minnesota, which had been the fastest-growing state over the previous three decades. Illinois and Indiana had the largest numeric increases in that region over the decade, increasing by 411,000 and 403,000, respectively.

#### **MOST POPULOUS STATES**

The ten most populous states contained 54.0 percent of the U.S. population in 2010 (similar to the percentage in 2000) with one-fourth (26.5 percent) of the U.S. population in the three largest states: California (the most populous state since the 1970 Census), Texas, and New York. These three states had April 1, 2010, populations of



U.S. Census Bureau 3

37.3 million, 25.1 million, and 19.4 million, respectively. The next seven most populous states-Florida, Illinois, Pennsylvania, Ohio, Michigan, Georgia, and North Carolina—contained an additional 27.5 percent of the population. Nine of the ten largest states in 2000 were also among the ten largest in 2010. North Carolina, which was the eleventh largest state in 2000, moved into the top ten for 2010 (tenth largest)-replacing New Jersey, which fell from ninth largest in 2000 to eleventh in 2010.

The ten most populous and the ten least populous states are distributed among the four regions. The South contained the greatest number (four) of the ten largest states, with three others in the Midwest, two in the Northeast, and one in the West. Furthermore, the Northeast contained four of the ten least populous states (Maine, New Hampshire, Rhode Island, and Vermont), with three others in the West (Alaska, Montana, and Wyoming), two in the Midwest (North Dakota and South Dakota), and one in the South (Delaware).

#### METROPOLITAN AND MICROPOLITAN STATISTICAL AREAS

Over four-fifths (83.7 percent) of the U.S. population in 2010 lived in the nation's 366 metro areas, and another one-tenth (10.0 percent) Metropolitan and micropolitan statistical areas—metro and micro areas—are geographic entities defined by the U.S. Office of Management and Budget for use by federal statistical agencies in collecting, tabulating, and publishing federal statistics. Metro and micro areas are collectively known as core based statistical areas (CBSAs). A metro area contains a core urban area population of 50,000 or more. A micro area contains a core urban area population of at least 10,000 (but less than 50,000). Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

of the population resided in the nation's 576 micro areas (Table 2). Metro areas grew almost twice as fast as micro areas, 10.8 percent compared to 5.9 percent. Population growth of at least twice the national rate occurred in many metro and micro areas, such as some areas in parts of California, Nevada, Arizona, Texas, Florida, and the Carolinas. No metro area in the West region declined (Figure 4).

All ten of the most populous metro areas in 2010 grew over the decade, with Houston, Atlanta, and Dallas-Fort Worth (26.1 percent, 24.0 percent, and 23.4 percent, respectively) the fastest-growing among them (Table 3). The Atlanta metro area accounted for over one-half (54.4 percent) of Georgia's 2010 population and over two-thirds (68.0 percent) of the state's population growth during the last decade. In addition, the Houston

and Dallas-Fort Worth metro areas together accounted for almost one-half (49.0 percent) of Texas' population and over one-half (56.9 percent) of its population growth.

Two other top-ten metro areas experienced double-digit growth: Washington, DC (16.4 percent) and Miami (11.1 percent). The New York metro area, with a population of 18.9 million (6.1 percent of the U.S. population), and Los Angeles, with a population of 12.8 million (4.2 percent of the U.S. population), were the two most populous metro areas in the nation. Combined, approximately 1 of every 10 people in the United States lived in either the New York or Los Angeles metro areas in 2010.

Among all 366 metro areas, Palm Coast, FL, was the fastest-growing between 2000 and 2010 (up 92.0 percent), followed by St. George, UT, (up 52.9 percent), and by three

Table 2.

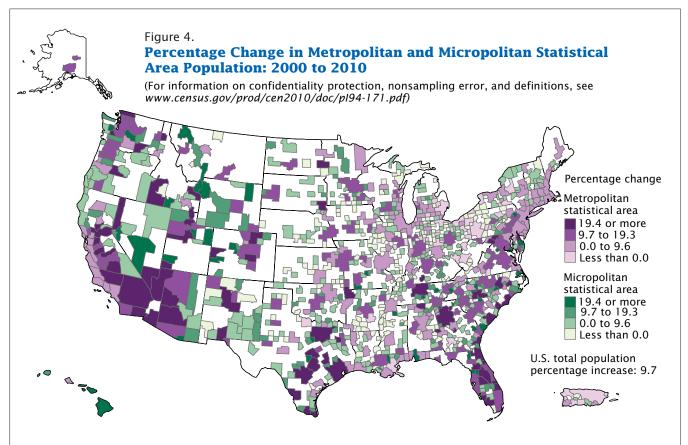
Population by Core Based Statistical Area (CBSA) Status: 2000 and 2010

(For information on confidentiality protection, nonsampling error, and definitions, see www.census.gov/prod/cen2010/doc/pl94-171.pdf)

Area	Population		Share of U.S	6. population	Change	
	2000	2010	2000	2010	Number	Percent
United States	281,421,906	308,745,538	100.0	100.0	27,323,632	9.7
Inside CBSA	262,290,227	289,261,315	93.2	93.7	26,971,088	10.3
Metropolitan	233,069,827	258,317,763	82.8	83.7	25,247,936	10.8
Micropolitan	29,220,400	30,943,552	10.4	10.0	1,723,152	5.9
Outside CBSA	19,131,679	19,484,223	6.8	6.3	352,544	1.8

Note: Metropolitan and micropolitan statistical areas defined by the Office of Management and Budget as of December 2009.

Source: U.S. Census Bureau, 2010 Census and Census 2000.



Note: Metropolitan and micropolitan statistical areas defined by the Office of Management and Budget as of December 2009. Broomfield County, CO, was formed from parts of Adams, Boulder, Jefferson, and Weld Counties, CO, on November 15, 2001, and was coextensive with Broomfield city. For purposes of presenting data for metropolitan and micropolitan statistical areas, Broomfield is treated as if it were a county at the time of Census 2000.

Source: U.S. Census Bureau, 2010 Census and Census 2000.

other areas with population growth rates over 40.0 percent: Las Vegas, Raleigh, and Cape Coral (Table 3).

The ten fastest-growing metro areas included both large and small metro areas, ranging from three areas with 2010 populations of more than 1.0 million (Las Vegas, Austin, and Raleigh) to one below 100,000 (Palm Coast, FL). The Las Vegas metro area accounted for almost three-quarters (72.3 percent) of Nevada's 2010 population and over four-fifths (81.9 percent) of the state's growth.

Many of the fast-growing micro areas were located near fastgrowing metro areas. Likewise, many of the micro areas that were slow-growing or declining were located near slow-growing or declining metro areas.

#### **COUNTIES**

Almost two-thirds of the nation's 3,143 counties gained population between 2000 and 2010. Most counties along the Pacific, Atlantic, and Gulf Coasts grew between 2000 and 2010, as did most counties adjacent to the southern U.S. border (Figure 5). Furthermore, many counties in the South such as those in parts of Florida, northern Georgia, North Carolina, Virginia, and the eastern half of Texas—experienced growth at or above 10 percent. In the West, all counties in Utah experienced population growth in the last decade, with some of those gains being

25 percent or more. Most New England counties grew, but most of these increased at rates below 10 percent.<sup>3</sup>

The counties that lost population were mostly regionally clustered and mirrored decades of population loss for those areas; for example, many Appalachian counties in eastern Kentucky and West Virginia; many Great Plains counties in the Dakotas, Kansas, Nebraska, and Texas; and a group of counties in and around the Mississippi Delta saw population declines. In addition, many counties along the Great Lakes and on the northern U.S.

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<sup>&</sup>lt;sup>3</sup> New England consists of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut.

Table 3.

Population Change for the Ten Most Populous and Ten Fastest-Growing Metropolitan

Statistical Areas: 2000 to 2010

(For information on confidentiality protection, nonsampling error, and definitions, see www.census.gov/prod/cen2010/doc/pl94-171.pdf)

Metropolitan statistical area	Popu	lation	Change		
Well opolitan statistical area	2000	2010	Number	Percent	
MOST POPULOUS					
New York-Northern New Jersey-Long Island, NY-NJ-PA	18,323,002	18,897,109	574,107	3.1	
Los Angeles-Long Beach-Santa Ana, CA	12,365,627	12,828,837	463,210	3.7	
Chicago-Joliet-Naperville, IL-IN-WI	9,098,316	9,461,105	362,789	4.0	
Dallas-Fort Worth-Arlington, TX	5,161,544	6,371,773	1,210,229	23.4	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	5,687,147	5,965,343	278,196	4.9	
Houston-Sugar Land-Baytown, TX	4,715,407	5,946,800	1,231,393	26.1	
Washington-Arlington-Alexandria, DC-VA-MD-WV	4,796,183	5,582,170	785,987	16.4	
Miami-Fort Lauderdale-Pompano Beach, FL		5,564,635	557,071	11.1	
Atlanta-Sandy Springs-Marietta, GA	4,247,981	5,268,860	1,020,879	24.0	
Boston-Cambridge-Quincy, MA-NH	4,391,344	4,552,402	161,058	3.7	
FASTEST-GROWING					
Palm Coast, FL	49,832	95,696	45,864	92.0	
St. George, UT	90,354	138,115	47,761	52.9	
Las Vegas-Paradise, NV	1,375,765	1,951,269	575,504	41.8	
Raleigh-Cary, NC	797,071	1,130,490	333,419	41.8	
Cape Coral-Fort Myers, FL	440,888	618,754	177,866	40.3	
Provo-Orem, UT	376,774	526,810	150,036	39.8	
Greeley, CO	180,926	252,825	71,899	39.7	
Austin-Round Rock-San Marcos, TX	1,249,763	1,716,289	466,526	37.3	
Myrtle Beach-North Myrtle Beach-Conway, SC	196,629	269,291	72,662	37.0	
Bend, OR	115,367	157,733	42,366	36.7	

Note: The full names of the metropolitan statistical areas are shown in this table; abbreviated versions of the names are shown in the text. Source: U.S. Census Bureau, 2010 Census and Census 2000.

border either lost population or grew below 10 percent.

Some counties in midwestern metro areas grew rapidly (50 percent or more), even though the surrounding counties grew more slowly or declined. Examples include (metro area in parentheses): Delaware County, OH, (Columbus); Hamilton County, IN, (Indianapolis); Kendall County, IL, (Chicago), and Dallas County, IA, (Des Moines).

Some counties with the largest numeric gains in population contained large cities, such as Phoenix and Houston. Some of the largest numeric losses also occurred in counties containing or coextensive with large cities, such as Detroit, Chicago, Cleveland, Pittsburgh, Buffalo, Baltimore, St. Louis, and New Orleans. Not surprisingly, many of the counties with large numeric change were also the ones with large populations (Figure 6), such as some counties in parts of

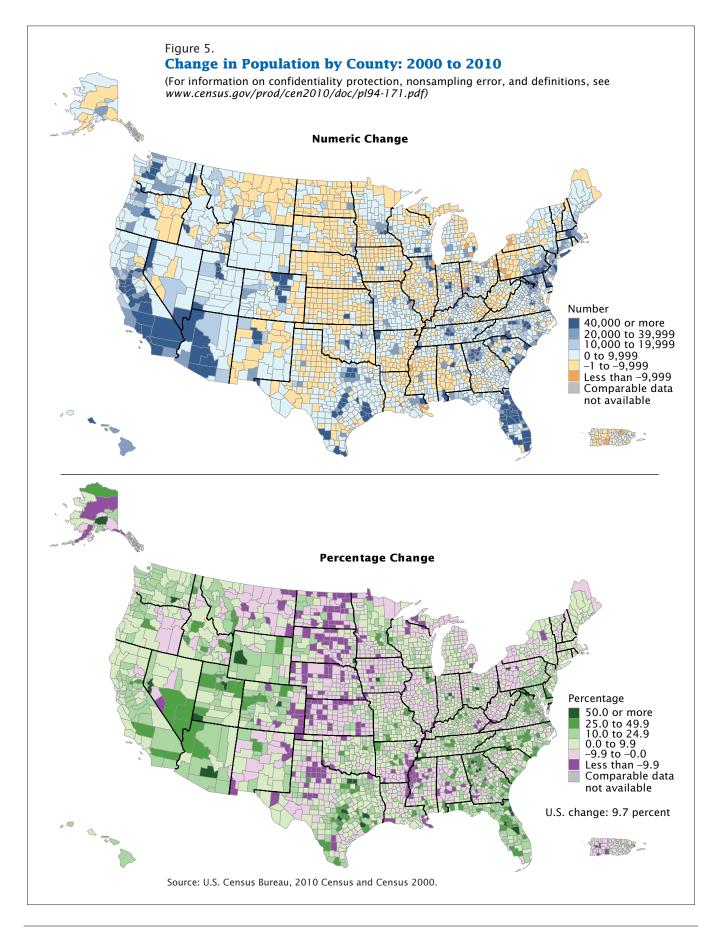
California, Arizona, Texas, Florida, and in the corridor from Boston to Washington, DC. In contrast to the many large counties found in California, for example, the most populous counties in states such as Montana, Wyoming, and the Dakotas were much smaller. In fact, none of these four states contained a county with a 2010 Census population of 200,000 or more. Montana and South Dakota each possessed only two counties with populations of 100,000 or more; North Dakota only contained one; and Wyoming did not have any county of that population size.

Los Angeles County, CA, with a population of 9.8 million, remained the most populous county in the United States since 1960, followed by Cook County, IL, (containing Chicago), and Harris County, TX, (containing Houston) (Table 4). Nine of the ten largest counties grew, led

by Maricopa County, AZ, (containing Phoenix) and Harris County, TX, with rates of 24.2 and 20.3 percent, respectively. Cook County, IL, was the exception, declining by 3.4 percent.

In 2010, Maricopa County contained 59.7 percent of Arizona's population and accounted for 59.1 percent of the state's growth between 2000 and 2010. Large counties in other states also accounted for large portions of their state's population and growth. For example, the two Texas counties (Harris and Dallas) that were among the ten largest nationally accounted for over one-quarter (25.7 percent) of the population of the nation's second-largest state and 19.6 percent of its growth.

As with the largest counties and those with the largest numeric gains, many of the fastest-growing counties with a Census 2000 population of 10,000 or more were



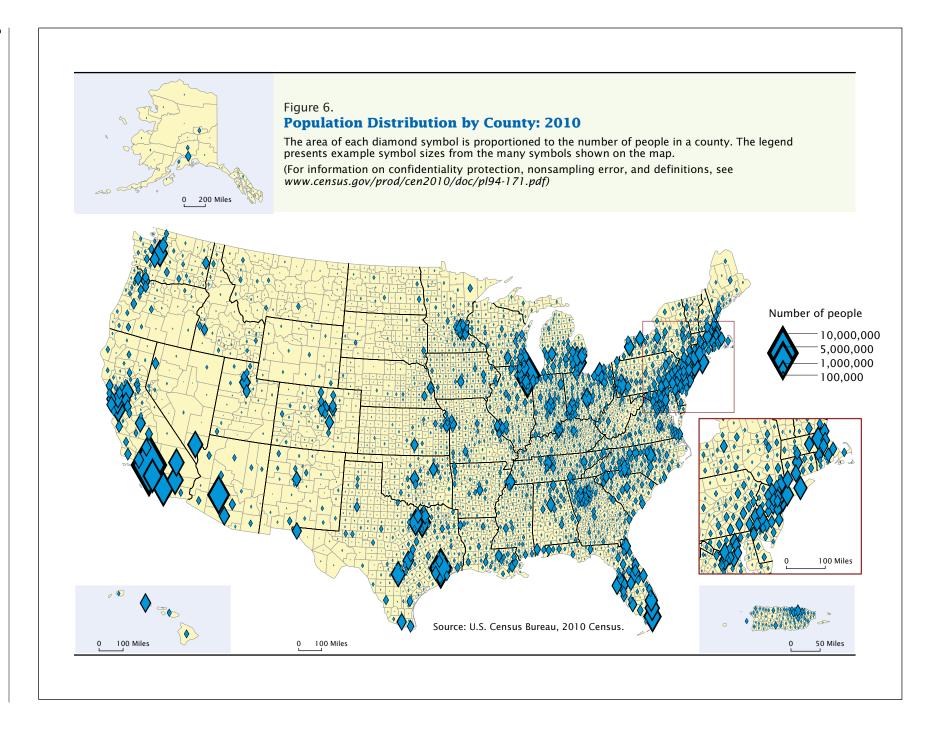


Table 4. **Population Change for the Ten Most Populous and Ten Fastest-Growing Counties: 2000 to 2010** 

(For information on confidentiality protection, nonsampling error, and definitions, see www.census.gov/prod/cen2010/doc/pl94-171.pdf)

County	Popul	ation	Change		
County	2000	2010	Number	Percent	
MOST POPULOUS					
Los Angeles, CA	9,519,338	9,818,605	299,267	3.1	
Cook, IL	5,376,741	5,194,675	-182,066	-3.4	
Harris, TX	3,400,578	4,092,459	691,881	20.3	
Maricopa, AZ	3,072,149	3,817,117	744,968	24.2	
San Diego, CA	2,813,833	3,095,313	281,480	10.0	
Orange, CA	2,846,289	3,010,232	163,943	5.8	
Kings, NY	2,465,326	2,504,700	39,374	1.6	
Miami-Dade, FL	2,253,362	2,496,435	243,073	10.8	
Dallas, TX	2,218,899	2,368,139	149,240	6.7	
Queens, NY	2,229,379	2,230,722	1,343	0.1	
FASTEST-GROWING <sup>1</sup>					
Kendall, IL	54,544	114,736	60,192	110.4	
Pinal, AZ	179,727	375,770	196,043	109.1	
Flagler, FL	49,832	95,696	45,864	92.0	
Lincoln, SD	24,131	44,828	20,697	85.8	
Loudoun, VA	169,599	312,311	142,712	84.1	
Rockwall, TX	43,080	78,337	35,257	81.8	
Forsyth, GA	98,407	175,511	77,104	78.4	
Sumter, FL	53,345	93,420	40,075	75.1	
Paulding, GA	81,678	142,324	60,646	74.3	
Henry, GA	119,341	203,922	84,581	70.9	

<sup>&</sup>lt;sup>1</sup> Among counties with Census 2000 populations of 10,000 or more. Source: U.S. Census Bureau, 2010 Census and Census 2000.

in metro areas. Two counties with Census 2000 populations of 10,000 or greater more than doubled their populations between 2000 and 2010 (metro area in parentheses): Kendall County, IL, (Chicago) and Pinal County, AZ, (Phoenix) (Table 4). In comparison, three counties with 1990 populations of 10,000 or greater more than doubled their populations between 1990 and 2000: Douglas County, CO, (Denver); Forsyth County, GA; and Henry County, GA (Atlanta).

Another six counties in this size range experienced growth rates between 75 percent and 100 percent between 2000 and 2010: Flagler County, FL, (Palm Coast); Lincoln County, SD, (Sioux Falls); Loudoun County, VA, (Washington, DC); Rockwall County, TX, (DallasFort Worth); Forsyth County, GA, (Atlanta); and Sumter County, FL,

(located in a micro area to the west of Orlando).

Population density for counties continued to vary widely across the country in 2010 (Figure 7). Counties in the Northeast and South were generally more densely populated than many of the counties in the Midwest and West, which contained numerous counties with densities lower than 10 people per square mile. The highest densities included some of the counties along the Atlantic, Pacific, and Gulf coasts, some counties adjacent to the Great Lakes, and some counties in western North Carolina, western South Carolina, and northern Georgia, among others. An almost unbroken chain of coastal counties with population densities of 300 people per square mile or more runs from New Hampshire through northern Virginia.

#### **PLACES**

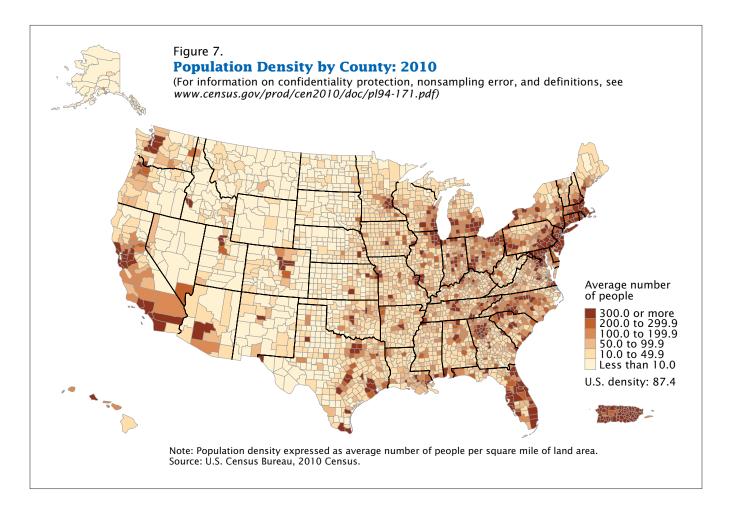
In this section, we examine population change from 2000 to 2010 for incorporated places that had populations of 10,000 or more in Census 2000. Nine of the ten most populous cities gained population this past decade (Table 5). Led by New York (8.2 million), Los Angeles (3.8 million), and Chicago (2.7 million), the six most populous cities kept their same rank as in 2000; fourth-ranked Houston surpassed the 2 million mark during the decade. San Antonio-which had the largest numeric increase and the largest percentage increase among the top ten-moved ahead of San Diego and Dallas into seventh place, while San Jose replaced Detroit as the tenth most populous city. Chicago, which had grown between 1990 and 2000, was the only top-ten city in 2010 to experience decline over the decade (-6.9 percent), while Philadelphia's gain between 2000 and 2010 was its first decennial gain since the 1940-1950 period. The seven cities that were not only in the top ten in both 2000 and 2010, but also grew between 1990-2000 and 2000-2010 (New York, Los Angeles, Houston, Phoenix, San Antonio, San Diego, and Dallas) experienced smaller numeric and percentage increases between 2000 and 2010 than they did between 1990 and 2000.4 Furthermore, the cumulative gain between 2000 and 2010 for the ten largest cities (including the loss for Chicago) was approximately 670,000, which was less than the roughly 686,000 gain for New York alone from 1990 to 2000.

Of incorporated places with Census 2000 populations of 10,000 or greater, nine of the ten fastest-growing ones between 2000 and

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<sup>&</sup>lt;sup>4</sup> Philadelphia was in the top ten between 1990 and 2000 but declined over that decade.



2010 were located in either western or southern states—one was located in the Midwest (Plainfield, IL)-and all ten were located in metro areas with 2010 Census populations of 1 million or more (metro area in parentheses): Lincoln, CA, (Sacramento); Surprise, AZ, and Goodyear, AZ, (Phoenix); Frisco, TX, and Wylie, TX, (Dallas-Fort Worth); Beaumont, CA, (Riverside-San Bernardino); Plainfield, IL, (Chicago); Louisville/Jefferson County, KY (Louisville/Jefferson County); Pflugerville, TX, (Austin); and Indian Trail, NC, (Charlotte). Six of the places more than tripled their populations between 2000 and 2010: Lincoln (282.1 percent); Surprise (281.0 percent); Frisco (247.0 percent); Goodyear (245.2 percent); Beaumont (223.9 percent);

and Plainfield (203.6 percent). The next four places grew between 170 and 190 percent.

# METHODOLOGY AND SOURCES OF DATA

This report used decennial census data primarily for the years 1990, 2000, and 2010. The population universe is the resident population of the United States (50 states and the District of Columbia) and Puerto Rico. All derived values were computed using unrounded data. For readability, most whole numbers in the text are expressed in millions or rounded to the nearest hundred or thousand, and percentages are rounded to tenths. In the tables, whole numbers are unrounded and percentages are rounded to the nearest tenth. In the maps, data are

categorized based on unrounded percentages. In Figure 5 and the tables, numeric and percentage change for counties are only calculated for the universe of counties that existed in both Census 2000 and the 2010 Census.

#### FOR MORE INFORMATION

Data for state and local areas from the 2010 Census Redistricting Data (Public Law 94-171) Summary File are available on the Internet at <a href="http://factfinder2.census">http://factfinder2.census</a>.gov/main.html> and on DVD. For more information on confidentiality protection, nonsampling error, and definitions, see <a href="http://www.census.gov/prod/cen2010/doc/pl94">www.census.gov/prod/cen2010/doc/pl94</a>-171.pdf>. For more information on metropolitan and micropolitan statistical areas, including concepts,

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Table 5.

Population Change for the Ten Most Populous and Ten
Fastest-Growing Incorporated Places: 2000 to 2010

(For information on confidentiality protection, nonsampling error, and definitions, see www.census.gov/prod/cen2010/doc/pl94-171.pdf)

Place	Popul	lation	Change		
1 1400	2000	2010	Number	Percent	
MOST POPULOUS					
New York city, NY	8,008,278	8,175,133	166,855	2.1	
Los Angeles city, CA	3,694,820	3,792,621	97,801	2.6	
Chicago city, IL	2,896,016	2,695,598	-200,418	-6.9	
Houston city, TX	1,953,631	2,099,451	145,820	7.5	
Philadelphia city, PA	1,517,550	1,526,006	8,456	0.6	
Phoenix city, AZ	1,321,045	1,445,632	124,587	9.4	
San Antonio city, TX	1,144,646	1,327,407	182,761	16.0	
San Diego city, CA	1,223,400	1,307,402	84,002	6.9	
Dallas city, TX	1,188,580	1,197,816	9,236	0.8	
San Jose city, CA	894,943	945,942	50,999	5.7	
FASTEST-GROWING <sup>1</sup>					
Lincoln city, CA	11,205	42,819	31,614	282.1	
Surprise city, AZ	30,848	117,517	86,669	281.0	
Frisco city, TX	33,714	116,989	83,275	247.0	
Goodyear city, AZ	18,911	65,275	46,364	245.2	
Beaumont city, CA	11,384	36,877	25,493	223.9	
Plainfield village, IL	13,038	39,581	26,543	203.6	
Louisville/Jefferson County					
metro government, KY <sup>2</sup>	256,231	741,096	484,865	189.2	
Pflugerville city, TX	16,335	46,936	30,601	187.3	
Indian Trail town, NC	11,905	33,518	21,613	181.5	
Wylie city, TX	15,132	41,427	26,295	173.8	

<sup>&</sup>lt;sup>1</sup> Among incorporated places with Census 2000 populations of 10,000 or more.

Source: U.S. Census Bureau, 2010 Census and Census 2000.

definitions, reports, and maps, go to <www.census.gov /population/www/metroareas /metroarea.html>. For more information on historical census data, go to <www.census.gov/population /www/censusdata/hiscendata .html>.

Information on other population and housing topics is presented in the 2010 Census Briefs series, located on the U.S. Census Bureau's Web site at <www.census.gov/prod/cen2010/>. This series also presents information about race, Hispanic origin, age, sex, household type, housing tenure, and people who reside in group quarters.

If you have questions or need additional information, please call the Customer Services Center at 1-800-923-8282. You can also visit the Census Bureau's Question and Answer Center at <ask.census.gov>to submit your questions online.

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 $<sup>^2</sup>$  Louisville city and Jefferson County, Kentucky, formed a consolidated government after Census 2000. The 2000 population for the incorporated place of Louisville city is before consolidation.